

IT IS AGREED between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, an Ohio  
hereinafter styled Company; and corporation,

HARRIMAN UTILITY BOARD, a body politic of Tennessee,  
hereinafter styled Licensee:

1. COMPANY grants unto Licensee, insofar as its title enables it so to do, the license, as a personal privilege and not transferable without the written consent of Company, to construct and maintain an overhead power wire line crossing - - - - - upon the right of way or property (hereinafter called "property") of Company, at CARDIFF, Tennessee - - - - ; the aforementioned installation, hereinafter called "Facility", being that identified and located substantially as shown in red color on annexed print of Drawing No. E-168-S (furnished by Licensee).

Licensee will pay the sum of \$50.00 as a consideration for the license hereby granted. Licensee further agrees to pay unto Company for said privilege a rent of - - - - -  
- - - - NO - - - DOLLARS (\$ -0- ) per annum, payable annually in advance. Licensee further agrees to reimburse Company, upon bill rendered, for any and all expenses which may be incurred by Company, resulting from or in connection with any such special engineering studies, field supervision or flagging protection as Company may find necessary to perform in connection with the installation or maintenance of said Facility.

2. Licensee will construct and maintain Facility, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print and any other specifications reasonably prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications adopted by the Association of American Railroads when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Licensee shall give the Division Superintendent of Company at least 72 hours' advance notice of Licensee's intention to begin construction of said Facility. Licensee will, at its expense, make such changes in location, grade or construction of Facility, as may be, at any time, required by Company.

3. Whenever cathodic protection is installed, Licensee will notify Company prior to its being placed in service in order that tests may be conducted on Company's signal and communications systems for possible interference. If said Facility causes degradation of the signal or communications facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or provide such necessary protection and/or corrective equipment as may be necessary to eliminate said interference to the satisfaction of Company. This provision applies to the existing signal and communications equipment of Company and to any said signal or communications equipment which Company may install in the future.

4. If Facility endangers or interferes with operations of Company, or if Licensee is in default hereunder and does not remedy such default or condition after notice by Company so to do, this license may be revoked by Company and Licensee shall, at its expense, upon written notice by Company, and in any event upon termination of this agreement by either party as hereinafter provided, remove Facility from Company's property and restore said property to its condition existing prior to construction of Facility. If Licensee fails to remove Facility, Company may do so at Licensee's expense. If an emergency arises which in Company's judgment requires immediate repairs to Facility, Licensee will, upon request, do the necessary work, or failing so to do, Company may make such repairs at Licensee's expense.

5. Said Facility shall be constructed and maintained at the sole risk of Licensee and Licensee agrees, without regard to negligence on the part of Company or any other



corporation controlling, controlled by or under common control with Company, to save Company or any other corporation controlling, controlled by or under common control with Company, wholly harmless from and against all claims, damages, expenses and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the Facility, or to the presence of the equipment or employees of Licensee, on Company's property.

6. This agreement shall take effect as of the 1st day of March , 19 83, and may be terminated by either party hereto at any time by 60 days' written notice to the other of such termination.

EXECUTED in duplicate , each part being an original, as of March 14, 1983.

THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY,  
By

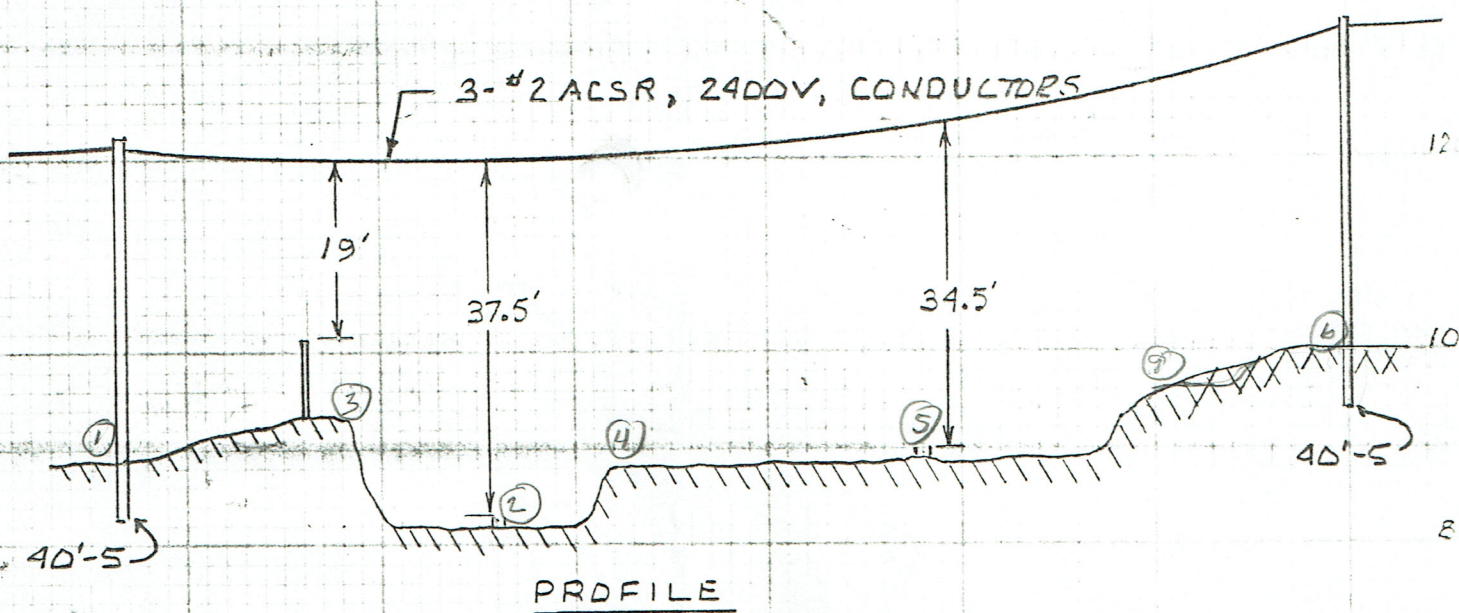
HARRIMAN UTILITY BOARD,  
By

PAJ  
... James L. Tappley ...  
Vice President.

... M. E. Evans ...  
Chairman.



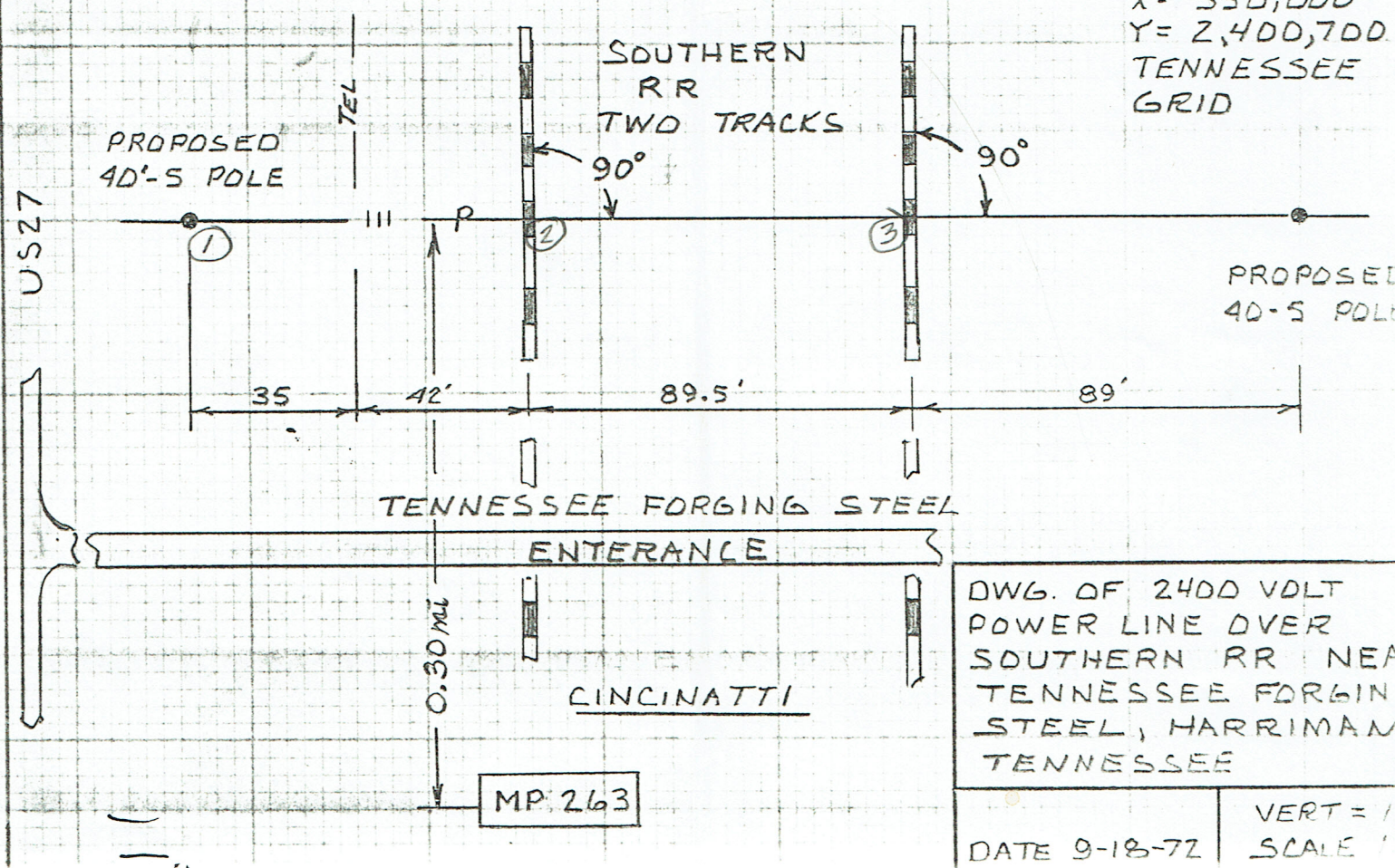
FARRIS 2 817,341



PLAN

CHATTANOOGA

APPROXIMATE  
LOCATION  
X= 550,000  
Y= 2,400,700  
TENNESSEE  
GRID





# Tennessee Forging



# Steel Corporation

JUNCTION I-40 & HIGHWAY 27

• BOX 237 - HARRIMAN, TENNESSEE 37748

• TELEPHONE (615) 882-5331

September 26, 1972

SOUTHERN RAILWAY SYSTEM  
Office of Chief Engineers  
101 Gay Street NW  
Knoxville, Tennessee 37924

Gentlemen:

Tennessee Forging Steel Corporation requests approval of our application for an overhead power line crossing over dual tracks located near the Tennessee Forging Steel plant at Harriman, Tennessee.

We submit the following data covering this application.

1. Location
2. Type (Electric)
3. Wire #2 ACSR, pole, Southern Yellow Pine
4. Maximum voltage 2400V
5. Eight prints enclosed

Sincerely yours,

James Gonzales  
Plant Engineer

Enclosure

JG:pr



# SOUTHERN RAILWAY SYSTEM

## APPLICATION FOR WIRE CROSSING

### ELECTRIC LIGHT, POWER SUPPLY AND TROLLEY LINES

To the Superintendent of.....Division:

The undersigned hereby makes application to cross the right of way of the Southern Rail way.....

Company with a line of wires, as described below, forming a part of the applicant's line extending from Mill  
substation to New Office Building, and hereby agrees to construct, install, maintain and renew  
said crossing in strict accord with the applicable requirements of the latest issue of REPORTS OF JOINT ENGINEER-  
ING COMMITTEE OF ASSOCIATION OF AMERICAN RAILROADS AND EDISON ELECTRIC INSTITUTE  
ON CROSSINGS OF ELECTRICAL SUPPLY LINES AND FACILITIES OF STEAM AND ELECTRIFIED RAIL-  
ROADS, regardless of anything in the following descriptions which may be in conflict with such specifications, and  
further agrees, before attempting to effect the same, to execute, promptly upon submission, a contract, in form re-  
quired by the Railway Company to cover said crossing.

#### DESCRIPTION OF PROPOSED CROSSING

Proposed crossing to be located.....1585.....ft. ~~(S or W)~~ <sup>(N or E)</sup> of M. P. ....263.....

between Cincinnati and Chattanooga and will be ~~undergrade.~~ <sup>overgrade.</sup>

Angle between center line of main track and supply line crossing span to be.....90°.....degrees.

The line will approach the crossing from ~~(S or W)~~ <sup>(N or E)</sup> sides in a generally.....Northerly.....direction  
at.....N.....degrees.

Number of tracks to be crossed.....2..... Number of pole lines to be crossed.....1.....

Number of poles on right of way of Railway Company.....none..... Number of guys or anchors.....none.....

Distance from crossing poles or towers to center line of nearest main track N or E.....77.....ft.

S or W.....ft.

Distance from crossing poles or towers to center line of nearest side track N or E.....ft.

S or ~~W~~.....89.....ft.

If proposed line will parallel the Railway right of way on either side of crossing, state approximate length of parallel:

.....ft. and separation between proposed line and Railway communication lines:.....ft.

Type of Supports ~~(Poles.~~ <sup>(Towers.</sup> Poles have ~~(Double)~~ <sup>(Single)</sup> crossarms or vertical construction employing ~~(Clevises)~~ <sup>(Racks)</sup>

If wood poles are used, give kind of timber Southern Pine Length of pole.....40-5.....ft.

Circumference at top.....19.....in. Circumference six feet from butt.....31.....in.

Depth of pole to be set in ground.....6.....ft. Show on drawing location of all guys and anchors.

A. C. Voltage.....2400V..... No. phases.....3..... Operation ~~(Star)~~ <sup>(Delta)</sup>

Configuration to be shown on drawing



(2)

Cycles..... 60..... No. wires..... 3..... Is neutral ground employed in supply line?..... No.....

Will voltage be increased later?..... If so, to what voltage.....

D. C. Voltage..... Amperes..... No. wires..... Configuration to be shown on drawing.....

Size of wire..... 2..... gauge..... { AWC } Material of wire..... ACSR..... { Hard } drawn.  
{ Solid } { Bare }  
{ Stranded } { Insulated }

Insulators, Material Porcelian Type { Pin-type Rigid Dead end } Voltage Rating 2400V  
{ Suspension }

Height of lowest wire above top of rail..... 34.5..... ft. Height of lowest crossarm of wire support above ground  
..... 37..... ft.

Minimum vertical separation between nearest crossing wire and Railway communication wires..... 19..... ft.

Railway signal wires..... ft.

Length of crossing span..... 255..... ft.

Length of spans adjacent to crossing span N. or E..... ft. S. or W..... ft.

Maximum sag in crossing span..... 1.6..... ft. at 60 degrees Far.

Maximum stress in each gauge of wire:..... gauge..... 1395..... lbs. gauge.....  
lbs. gauge..... lbs. under applicable loading conditions.

Applicant will attach drawing showing layout of proposed crossing and details of construction.

#### UNDERGRADE CROSSING

Depth below base of rail..... ft. Size and character of duct.....

Number of ducts..... ft. Type of protection for ducts.....  
Applicant to give full description of material to be used and method of installation.

Name of applicant seeking crossing..... TENNESSEE FORGING STEEL CORPORATION.....

Incorporated under the laws of the State of..... Virginia.....

Location of principal office..... Harriman..... State of Tennessee.....

If not incorporated, give names and addresses of principal owners: .....

.....

..... Signed James Longoria  
(Town) (State) Plant Engineer

Application Approved: .....; 19..... Title

..... Superintendent Superintendent Communications

..... Chief Engineer M. W. & S. Signal and Electrical Superintendent



March 4, 1983

Mr. C. B. Bailiff, Superintendent  
Southern Railway System  
Transportation Department  
South Main Street  
Somerset, Kentucky 42501

Dear Mr. Bailiff:

We are enclosing the proposed agreement between the Harriman Utility Board and CNO & TP Railway covering the construction of a power line near milepost 263 at Cardiff, Tennessee. When you have executed same, please return one copy to me for my file.

Also, we are sending the required fee of \$50.00 and a signed resolution.

If other information is needed, please advise.

Very truly yours,

Jack Howard  
MANAGER

JH:el

Enclosures



# *Southern Railway System*

*Transportation Department  
S. Main Street  
Somerset, Kentucky 42501*

February 23, 1983

C. B. BAILIFF  
SUPERINTENDENT

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

Dear Mr. Howard:

Reference your application January 5, 1983, for an aerial wire crossing to be located 1,585 feet west of Milepost 263, near Cardiff, Tennessee.


Your application has been approved, but our policy requires that an agreement be signed by the appropriate authority before installation of the crossing itself can be authorized.

Accordingly, I attach herewith, in duplicate, a proposed agreement between CNO&TP Railway and Harriman Utility Board concerning an overhead power wire line crossing, consideration \$50; terminable 60 days' notice.

Will you please have executed by the Chairman of the Harriman Utility Board and return both copies to me for further handling. Please do not date the instrument, as we will have dated upon presenting for execution by our Company. When returning, please furnish a certified copy of a resolution authorizing the Chairman to sign the agreement, and advise date use of our property is expected to commence. In addition, it will be necessary that you send me a check in the amount of \$50 to cover the consideration charge. The check should be made payable to The CNO&TP Railway Company.

Please do not begin work on our property until such time as further approval is given in writing by my office.

Very truly yours,

  
C. B. Bailiff  
SUPERINTENDENT



# *Southern Railway System*

*Transportation Department  
S. Main Street  
Somerset, Kentucky 42501*

March 8, 1983

C. B. BAILIFF  
SUPERINTENDENT

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

Dear Mr. Howard:

Thank you for your letter of March 4, 1983, returning the executed copy of an agreement to cover an aerial wire crossing to be located 1,585' West of Milepost 263, near Cardiff, Tennessee.

You may now proceed with the installation of the crossing, provided you contact the following Railway personnel to arrange for a time and date for the installation of the crossing:

Mr. R. L. Johnson, General Supervisor, C&S,  
Chattanooga, Tn., telephone 615-266-3398; and,

Mr. R. S. Rash, Track Supervisor, Dayton, Tn.,  
telephone 615-775-3621.

Please do not work on our right of way without first contacting the above Railway personnel and without a Railway representative being present to safeguard the work.

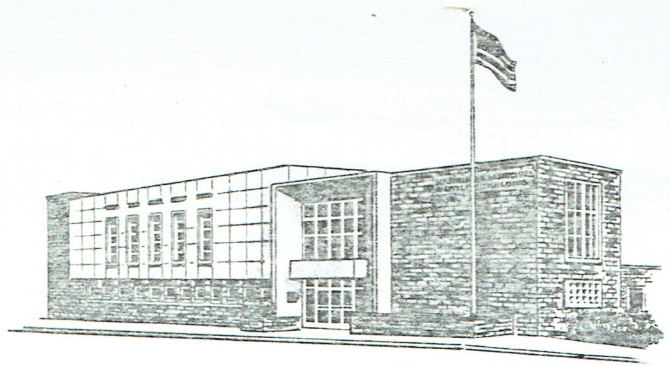
Very truly yours,

*C. B. Bailiff*  
C. B. Bailiff  
SUPERINTENDENT



# HARRIMAN UTILITY BOARD

P. O. BOX 434 300 ROANE STREET  
HARRIMAN, TENNESSEE 37748  
882-3242 882-3243



JACK HOWARD, Manager  
HENRY GRIGSBY, Asst. Manager

## RESOLUTION

The following Resolution authorized the Chairman of the Harriman Utility Board to execute a Contract between the Southern Railway System and the City of Harriman, Tennessee, acting herein by and through the Harriman Utility Board. "Resolved, that the Chairman of the Harriman Utility Board is hereby empowered to execute a Contract covering the construction of a power line located 1585 feet west of Milepost 263 near Cardiff, Tennessee in Roane County as shown by drawing." Motion by Wade Honeysutt and seconded by Allen Ponder that the above Resolution be approved. Motion carried.

I, Henry Grigsby, Secretary of the Harriman Utility Board, hereby certify that the above is true and correct copy of a Resolution passed by the Board in its regular session on February 28, 1983, and same is spread on the minutes of the regular meeting.

Henry D. Grigsby  
SECRETARY





DO NOT REMOVE FROM AGREEMENT

Please observe the following in connection with execution of the attached instrument:

1. Execution on behalf of a corporation should be accomplished by the President or a Vice President. An official other than president or vice president executing this instrument should furnish documentary evidence of his authority to execute and to bind his Company.
2. If executed by an Attorney-in-Fact, a Power of Attorney, currently in force, should accompany his signature.
3. If attached agreement is with an individual, that individual should execute the agreement exactly as his name is set out in the caption of the agreement unless his name is set out erroneously.
4. If the attached agreement is with a partnership, all members of the partnership should execute unless an authorized member of the firm is designated by the partnership to execute.
5. If an acknowledgement is appended to the attached agreement, it should be properly filled in.
6. If the attached agreement is with a city or town, resolution adopted by the City Council authorizing the Mayor or City Manager or other official to execute the agreement should accompany his signature.
7. Do not date this instrument.



IT IS AGREED between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, an Ohio  
hereinafter styled Company; and corporation,

HARRIMAN UTILITY BOARD, a body politic of Tennessee,  
hereinafter styled Licensee:

1. COMPANY grants unto Licensee, insofar as its title enables it so to do, the license, as a personal privilege and not transferable without the written consent of Company, to construct and maintain an overhead power wire line crossing - - - - - upon the right of way or property (hereinafter called "property") of Company, at CARDIFF, Tennessee - - - - -; the aforementioned installation, hereinafter called "Facility", being that identified and located substantially as shown in red color on annexed print of Drawing No. E-168-S (furnished by Licensee).

Licensee will pay the sum of \$50.00 as a consideration for the license hereby granted. Licensee further agrees to pay unto Company for said privilege a rent of - - - - -  
- - - - NO - - - - DOLLARS (\$ -0- ) per annum, payable annually in advance. Licensee further agrees to reimburse Company, upon bill rendered, for any and all expenses which may be incurred by Company, resulting from or in connection with any such special engineering studies, field supervision or flagging protection as Company may find necessary to perform in connection with the installation or maintenance of said Facility.

2. Licensee will construct and maintain Facility, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print and any other specifications reasonably prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications adopted by the Association of American Railroads when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Licensee shall give the Division Superintendent of Company at least 72 hours' advance notice of Licensee's intention to begin construction of said Facility. Licensee will, at its expense, make such changes in location, grade or construction of Facility, as may be, at any time, required by Company.

3. Whenever cathodic protection is installed, Licensee will notify Company prior to its being placed in service in order that tests may be conducted on Company's signal and communications systems for possible interference. If said Facility causes degradation of the signal or communications facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or provide such necessary protection and/or corrective equipment as may be necessary to eliminate said interference to the satisfaction of Company. This provision applies to the existing signal and communications equipment of Company and to any said signal or communications equipment which Company may install in the future.

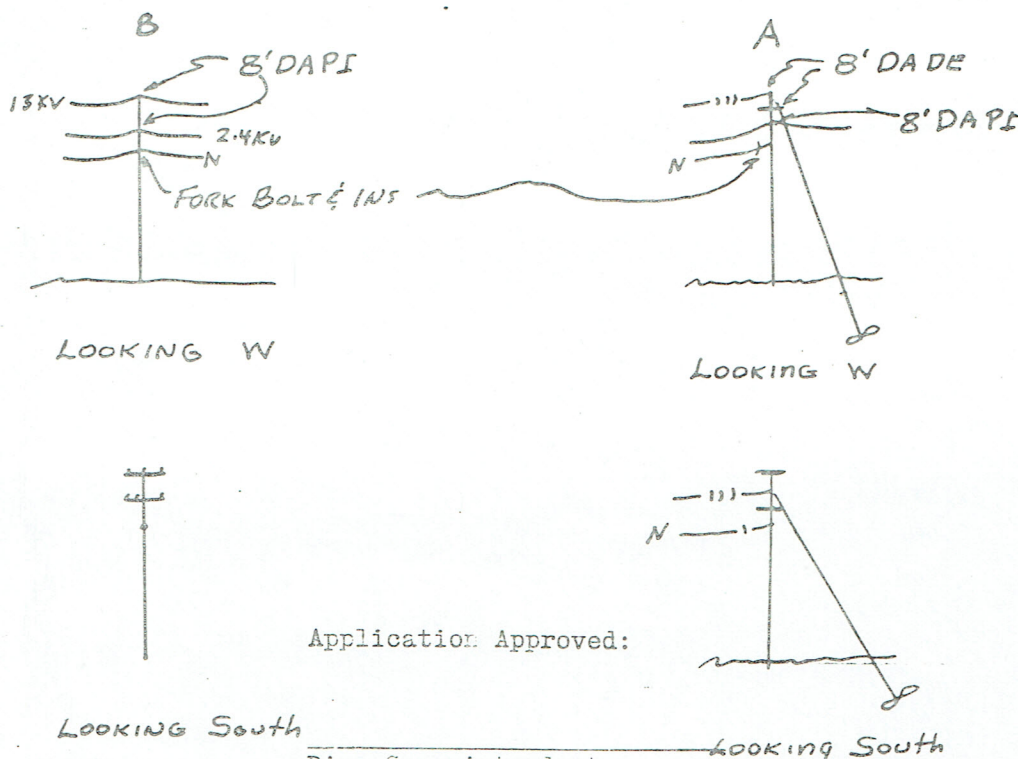
4. If Facility endangers or interferes with operations of Company, or if Licensee is in default hereunder and does not remedy such default or condition after notice by Company so to do, this license may be revoked by Company and Licensee shall, at its expense, upon written notice by Company, and in any event upon termination of this agreement by either party as hereinafter provided, remove Facility from Company's property and restore said property to its condition existing prior to construction of Facility. If Licensee fails to remove Facility, Company may do so at Licensee's expense. If an emergency arises which in Company's judgment requires immediate repairs to Facility, Licensee will, upon request, do the necessary work, or failing so to do, Company may make such repairs at Licensee's expense.

5. Said Facility shall be constructed and maintained at the sole risk of Licensee and Licensee agrees, without regard to negligence on the part of Company or any other



SOUTHERN RAILWAY SYSTEM  
CINCINATTI TO CHATTANOOGA  
0.3 MI SOUTHWEST OF M.P. 263  
NEAR TENNESSEE FORGING STEEL

EXISTING TENNESSEE FORGING STEEL  
2400 VOLT CROSSING TO REMAIN.  
SEPTEMBER 26, 1972 PERMIT



Application Approved:

Div. Superintendent

Chief Engr. Dsgn. & Const., MW&S

*[Signature]*  
Dir. Engr. C & S Dept.

850	
840	
830	
820	
810	5
800	0

HARRIMAN UTILITY BOARD HARRIMAN, TENNESSE
RAILROAD CROSSING REVAMP SOUTHERN RAILWAY SYSTEMS CINCINATTI TO KNOXVILL LINE NEAR MP 263. ADDING 336.4 AAC, 13.2 KV OVERBUILD TO EXIST 2.4KV CIRCUIT.
DWG. NO. E-168-S



